



3. CWILL TELECOMMUNICATIONS, INC. hereby agrees that any patent so granted on the captioned application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

4. In making the above disclaimer, CWILL TELECOMMUNICATIONS, INC. does not disclaim the terminal part of any patent granted on the captioned patent application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §154 to §156 and §173 of U.S. Patent No. 6,122,260, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

5. The undersigned is an attorney of record.

The Commissioner is authorized to charge any fees which may be required to Meyertons, Hood, Kivlin, Kowert & Goetzel PC Deposit Account No. 501505\5277-00106\JCH.

Date: Jan 13, 2005

By: Mark K. Brightwell  
Mark K. Brightwell  
Reg. No. 47,446  
Agent of Record